

# ADULT PARTICIPANT

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Triangle Motorcycle Club, their agents, owners, officers, volunteers, participants, employees, and all other person or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TMC"). I hereby agree to release, indemnify, and discharge TMC, on behalf of myself, my spouse, my children, my parents, any heirs, assigns personal representative and estate as follows:

1. I acknowledge that my participation in motorcycle track activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, or death to myself, my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things, accidents involving other vehicles; collision with fixed or movable objects; slips and falls; the possibility of rough terrain; drivers may be jolted, jarred, bounced, thrown about and otherwise shaken during rides. It is possible that riders could be injured if they come into contact with other passengers, equipment, or other objects, the condition of the track, injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks. Musculoskeletal injuries including head, neck, and back injuries, exhaustion, exposure to the elements or the outdoors and natural surroundings which would cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life. Further, passengers can be thrown off their machine which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities my own physical condition and the physical exertion associated with this activity.

Furthermore, TMC volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TMC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the TMC's equipment or facilities, including any such claims which allege negligent acts or omissions of TMC.
4. Should TMC or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless of all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TMC, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of the state shall apply in that action without regard to conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TMC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

PRINTED NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_

This release can be daily, two (2) day event or annual: \_\_\_\_\_  
Specific dates covered

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